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8 Attorneys for Defendant
 9 **HAWKER BEECHCRAFT CORPORATION**
 10 **F/K/A RAYTHEON AIRCRAFT COMPANY**

11 **UNITED STATES DISTRICT COURT**

12 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

13 JAMES GUTHRIE, TONY DAVIDSON,)
 14 RONALD ZERANGUE, SAMUEL RESTER,)
 15 JOHN GRAY, ELMER PAROLINI, WAYNE)
 16 DUFault, and JESSE BEVERLY, JR.,)

17 Plaintiff,)

18 v.)

19 GENERAL ELECTRIC COMPANY, TODD)
 20 SHipyards CORPORATION, LOCKHEED)
 21 MARTIN CORPORATION, RAYTHEON)
 22 AIRCRAFT COMPANY, MCDONNELL)
 23 DOUGLAS CORPORATION, and DOES 1-)
 24 300,)

25 Defendants.)

26 **CASE NO. C07-2542JL**

27 **DEFENDANT HAWKER BEECHCRAFT**
 28 **CORPORATION (F/K/A RAYTHEON**
 29 **AIRCRAFT COMPANY)'S ANSWER TO**
 30 **COMPLAINT FOR ASBESTOS PERSONAL**
 31 **INJURY/PRODUCTS LIABILITY**

32 **DEFENDANT DEMANDS TRIAL BY**
 33 **JURY**

34 Honorable James Larson, Chief Magistrate

35 Judge

36 Action Filed: May 14, 2007

37 Trial Date: Not Assigned

38 Pursuant to Rule 8 of the Federal Rules of Civil Procedure, Defendant HAWKER
 39 BEECHCRAFT CORPORATION f/k/a RAYTHEON AIRCRAFT COMPANY ("Raytheon
 40 Aircraft") answering the unverified Complaint for Asbestos Personal Injury/Products Liability of
 41 plaintiff JESSE BEVERLY, JR. filed in the United States District Court for the Northern District
 42 of California and bearing the Case Number C07-2542JL ("the Complaint"), and expressly and
 43 specifically not responding to, or answering, the causes of action, allegations, charges and
 44 complaints of any other named plaintiff in Case No. C07-2542JL, hereby asserts the following

28
 FBE&M

LAKE MERRITT PLAZA
 1999 HARRISON STREET
 EIGHTEENTH FLOOR
 OAKLAND CA 94612-3541
 PHONE 510.444.3131

1 admissions and denials to each and every allegation contained in the unverified Complaint of
 2 Plaintiff Jesse Beverly, Jr. (hereafter "PLAINTIFF"), and to the whole thereof, as follows:

3 1. With regard to the allegations set forth in Paragraph 1 of PLAINTIFF's Complaint,
 4 Raytheon Aircraft is informed and believes, and on that basis admits, that Plaintiff Jesse Beverly,
 5 Jr. is an individual. Raytheon Aircraft is without sufficient information to admit or deny all other
 6 allegations set forth in Paragraph 1 of the Complaint, and, on that basis, denies them.

7 2. Raytheon Aircraft is without sufficient information to admit or deny the allegations
 8 set forth in Paragraphs 2, 5, 14, 16, 17, 26, and 35 of PLAINTIFF's Complaint, including the
 9 statements, assertions, representations, claims, and allegations set forth and embodied in the
 10 "Exhibit A" attached thereto, and, on that basis, denies them.

11 3. Based on the "Exhibit A" attached to and incorporated in PLAINTIFF's Complaint,
 12 Raytheon Aircraft denies the allegations of Paragraph 3 that all of plaintiffs' claims arise out of a
 13 similar series of occurrences. With respect to all other allegations of Paragraph 3 of PLAINTIFF's
 14 Complaint, Raytheon Aircraft is without sufficient information to admit or deny those allegations,
 15 and, on that basis, denies them.

16 4. Based on the "Exhibit A" attached to and incorporated in PLAINTIFF's Complaint,
 17 Raytheon Aircraft denies the allegations of Paragraph 4 that all of plaintiffs claim damages for
 18 asbestos-related diseases arising form identical series of occurrences arise out of a similar series of
 19 occurrences. With respect to all other allegations of Paragraph 4 of PLAINTIFF's Complaint,
 20 Raytheon Aircraft is without sufficient information to admit or deny those allegations, and, on that
 21 basis, denies them.

22 5. Answering the allegations of Paragraph 6 of PLAINTIFF's Complaint, Raytheon
 23 Aircraft admits that it is a corporation authorized to do business in the State of California.
 24 Raytheon Aircraft is without sufficient information to admit or deny all other allegations of
 25 Paragraph 6 of PLAINTIFF's Complaint, and, on that basis, denies them.

26 6. Answering the allegations of Paragraph 7 of PLAINTIFF's Complaint, Raytheon
 27 Aircraft admits that it was a corporation incorporated under the laws of the State of Kansas and
 28 having its principal place of business in the State of Kansas. Raytheon Aircraft is without

1 sufficient information to admit or deny all other allegations of Paragraph 7 of PLAINTIFF's
 2 Complaint, and, on that basis, denies them.

3 7. Answering the allegations of Paragraph 8 of PLAINTIFF's Complaint, Raytheon
 4 Aircraft denies that venue is proper in the Northern District of California and that assignment to the
 5 San Francisco Division of said district is proper; and, based on the alleged factual circumstances
 6 set forth in "Exhibit A" to PLAINTIFF's Complaint, further denies the allegations that a
 7 substantial part of the alleged acts or omissions giving rise to PLAINTIFF's claims occurred within
 8 the County of San Francisco, California. Raytheon Aircraft is without sufficient information to
 9 admit or deny all other allegations set forth in Paragraph 8 of PLAINTIFF's Complaint, and, on
 10 that basis, denies them.

11 8. Answering the allegations of Paragraph 9, 10, 11, 12, 13, 15, 18, 19, 20, 21, 22, 25,
 12 27, 28, 29, 30, 31, 32, 33, and 34 of PLAINTIFF's Complaint, Raytheon Aircraft admits that it is a
 13 successor-in-interest to Beech Aircraft Corporation. Raytheon Aircraft denies that it is now, or
 14 ever was, an "Alternate Entity" of, or for, Hughes Aircraft Company, Raytheon Systems – South
 15 Carolina, Hughes Aircraft – South Carolina, Kenles Engineers and Constructors, Inc., Wolder
 16 Engineers and Constructors, Inc., Wolder Engineering Corporation, Esicorp (or ESICORP), Inc.,
 17 Enserch Corporation, Ebasco Services Incorporated, E&L Associates, and/or Ehrhart & Lester
 18 Associates. With respect to all other allegations of Paragraphs 9, 10, 11, 12, 13, 15, 18, 19, 20, 21,
 19 22, 25, 27, 28, 29, 30, 31, 32, 33, and 34 of PLAINTIFF's Complaint, Raytheon Aircraft is without
 20 sufficient information to admit or deny those allegations, and, on that basis, denies them.

21 9. Answering the allegations of Paragraph 23 of PLAINTIFF's Complaint, Raytheon
 22 Aircraft denies that it is now, or ever was, an "Alternate Entity" of, or for, Hughes Aircraft
 23 Company, Raytheon Systems – South Carolina, Hughes Aircraft – South Carolina, Kenles
 24 Engineers and Constructors, Inc., Wolder Engineers and Constructors, Inc., Wolder Engineering
 25 Corporation, Esicorp (or ESICORP), Inc., Enserch Corporation, Ebasco Services Incorporated,
 26 E&L Associates, and/or Ehrhart & Lester Associates. Raytheon Aircraft admits that PLAINTIFF
 27 may be seeking to recover punitive damages. Raytheon Aircraft denies that any conduct by it that
 28 may be shown to be connected with PLAINTIFF was willful, malicious, fraudulent, outrageous and

1 in conscious disregard and indifference to the safety and health of PLAINTIFF. With respect to all
2 other allegations of Paragraph 23 of PLAINTIFF's Complaint, Raytheon Aircraft is without
3 sufficient information to admit or deny such allegations, and, on that basis, denies them.

4 10. Answering the statement and allegations of Paragraph 24 of PLAINTIFF's
5 Complaint, Raytheon Aircraft incorporates by reference, as though fully set forth herein, its
6 responses contained in Paragraphs 1-9 of this Answer to Complaint.

GENERAL DENIAL

8 All allegations set forth in PLAINTIFF's Complaint that were not specifically admitted or
9 denied are hereby denied; and Raytheon Aircraft specifically denies that PLAINTIFF was injured
10 in any way and in any amount as a result of any product or conduct, or lack of conduct, by
11 Raytheon Aircraft.

FIRST DEFENSE

13 PLAINTIFF's Complaint, and each of its causes of action, fails to state facts sufficient to
14 constitute a cause of action against Raytheon Aircraft.

SECOND DEFENSE

16 PLAINTIFF's Complaint has been improperly joined with the complaints of other
17 identified plaintiffs, and such misjoinder of parties results in the substantive denial of due process
18 and equal protection of the law to Raytheon Aircraft in violation of the provisions of the
19 Constitution of the United States of America and the Constitution of the State of California, and
20 causes substantial and irrevocable prejudice to Raytheon Aircraft, subjecting this Complaint to
21 dismissal.

THIRD DEFENSE

23 PLAINTIFF's Complaint is improperly venue in the United States District Court for the
24 Northern District of California.

FOURTH DEFENSE

26 To the extent that PLAINTIFF's Complaint purports to state a cause of action or basis for
27 recovery under *Sindell v. Abbott Laboratories* (1990) 26 Cal.3d 588, it is barred by PLAINTIFF's
28 failure to join as defendants the manufacturers of a substantial share of the asbestos products

1 market, to which asbestos products PLAINTIFF allegedly was exposed, thereby causing the
 2 damages alleged; and should it prove impossible to identify the manufacturers of the products that
 3 allegedly injured PLAINTIFF, said purported claim or cause of action is barred by the fault of
 4 PLAINTIFF and his agents in making identification of the manufacturers impossible.

5 **FIFTH DEFENSE**

6 To the extent that PLAINTIFF has pled, or has attempted to plead, a claim for punitive
 7 damages as to Raytheon Aircraft, the Complaint, and each of its causes of action, fails to state facts
 8 sufficient to state a claim for such damages against Raytheon Aircraft under federal law or under
 9 the law of those jurisdictions determined to be applicable to the Complaint, including, but not
 10 limited to, the laws of the State of California.

11 **SIXTH DEFENSE**

12 As asserted against Raytheon Aircraft, PLAINTIFF's Complaint and each of its causes of
 13 action are barred by the doctrine of federal government contractor immunity under *Boyle v. United*
 14 *Technologies Corp.*, 487 U.S. 500 (1988).

15 **SEVENTH DEFENSE**

16 PLAINTIFF's alleged injuries, illnesses, and/or losses, if and to the extent such injuries,
 17 illnesses and/or losses occurred, which occurrence is expressly denied, were caused solely by his
 18 own recklessness, carelessness, and/or negligence.

19 **EIGHTH DEFENSE**

20 PLAINTIFF's alleged injuries, illnesses, and/or losses, if and to the extent such injuries,
 21 illnesses and/or losses occurred, which occurrence is expressly denied, were contributed to by his
 22 own fault, recklessness, carelessness, and/or negligence.

23 **NINTH DEFENSE**

24 PLAINTIFF's alleged injuries, illnesses, and/or losses, if and to the extent such injuries,
 25 illnesses and/or losses occurred, which occurrence is expressly denied, were aggravated by his own
 26 failure to use reasonable diligence to mitigate them.

27
 28 **TENTH DEFENSE**

1 PLAINTIFF's claims are barred by the applicable statutes of limitation and/or repose of
 2 those jurisdictions determined to be applicable to the causes of action set forth in the Complaint,
 3 including but not limited to the federal statutes of limitations applicable to federal jurisdictions, and
 4 the statutes of limitation and/or repose of the State of California and any other states or foreign
 5 jurisdictions as may be determined to apply to this action, including but not limited to California
 6 Code of Civil Procedure Sections 312, 338(a), 338(d), 339(1), 340(1), 340(3), 342, 34 and 361;
 7 California Commercial Code, Section 2725; and/or subject to discretionary and/or mandatory
 8 dismissal pursuant to California Code of Civil Procedure Sections 583.210; 583.250; 583.310;
 9 583.360; and 583.

10 ELEVENTH DEFENSE

11 PLAINTIFF's alleged injuries, illnesses, and/or losses, if and to the extent such injuries,
 12 illnesses and/or losses occurred, which occurrence is expressly denied, pre-existed or post-dated
 13 the alleged use of, or contact with, those products or activities attributable to Raytheon Aircraft in
 14 PLAINTIFF's Complaint; and PLAINTIFF's alleged illnesses, injuries and/or losses were neither
 15 caused nor exacerbated by the alleged use of, or contact with, said products or by such activities.

16 TWELFTH DEFENSE

17 PLAINTIFF's alleged injuries, illnesses, and/or losses, if and to the extent said injuries,
 18 illnesses and/or losses occurred, which occurrence is expressly denied, were caused solely by the
 19 faults of third parties for which Raytheon Aircraft is not responsible.

20 THIRTEENTH DEFENSE

21 PLAINTIFF's alleged injuries, illnesses, and/or losses, if and to the extent said injuries,
 22 illnesses and/or losses occurred, which occurrence is expressly denied, were contributed to by the
 23 faults of third parties for which Raytheon Aircraft is not responsible.

24 FOURTEENTH DEFENSE

25 PLAINTIFF's alleged injuries, illnesses, and/or losses, if and to the extent such injuries,
 26 illnesses and/or losses occurred, which occurrence is expressly denied, were aggravated by the
 27 negligent and/or intentional actions of third parties for which Raytheon Aircraft is not responsible.

28 FIFTEENTH DEFENSE

1 PLAINTIFF's alleged injuries, illnesses, and/or losses, if and to the extent said injuries,
 2 illnesses and/or losses occurred, which occurrence is expressly denied, were caused solely by the
 3 faults of persons with custody of, and/or in privity with, PLAINTIFF for which Raytheon Aircraft
 4 is not responsible.

5 SIXTEENTH DEFENSE

6 PLAINTIFF's alleged injuries, illnesses, and/or losses, if and to the extent said injuries,
 7 illnesses and/or losses occurred, which occurrence is expressly denied, were contributed to by the
 8 faults of persons with custody of, and/or in privity with, PLAINTIFF for which Raytheon Aircraft
 9 is not responsible.

10 SEVENTEENTH DEFENSE

11 PLAINTIFF's alleged injuries, illnesses and/or losses, if and to the extent such injuries
 12 and/or losses occurred, which occurrence is expressly denied, were aggravated by the failure of
 13 persons with custody of, and/or in privity with, PLAINTIFF to use reasonable diligence to mitigate
 14 those injuries, illnesses and/or losses.

15 EIGHTEENTH DEFENSE

16 PLAINTIFF unreasonably delayed in bringing this action, without good cause therefore,
 17 and thereby prejudiced Raytheon Aircraft as a direct and proximate result of such delay such that
 18 PLAINTIFF's are barred by the applicable principles of waiver, laches, unclean hands, and
 19 estoppel.

20 NINETEENTH DEFENSE

21 If PLAINTIFF's claims were litigated and resolved in any prior action, PLAINTIFF's
 22 claims herein are barred by the primary right and *res judicata* doctrines, prohibiting the splitting of
 23 a single cause of action into successive suits, and seeking new recovery for injuries for which the
 24 PLAINTIFF previously was compensated by alleged joint tortfeasors.

25 TWENTIETH DEFENSE

26 If PLAINTIFF is entitled to a judgment against Raytheon Aircraft and the remaining
 27 defendants, or any of them, Raytheon Aircraft prays that this Court order each of the judgment
 28 debtors to pay to PLAINTIFF that judgment debtor's proportionate share of the joint judgment as

1 determined by the trier-of-fact; and if Raytheon Aircraft is required to pay to PLAINTIFF a
 2 disproportionate share of such judgment, Raytheon Aircraft prays leave of this Court to seek
 3 contribution by motion against any other judgment debtor not paying the proportionate share
 4 allocated to any such defendant by the trier-of-fact.

5 **TWENTY-FIRST DEFENSE**

6 PLAINTIFF assumed the risk of any injury and/or damages resulting from the matters
 7 relating to Raytheon Aircraft as set forth in the Complaint; and that assumption of risk by
 8 PLAINTIFF was a proximate and/or legal cause of the injuries, losses, and damages allegedly
 9 sustained by him.

10 **TWENTY-SECOND DEFENSE**

11 PLAINTIFF, his authorized representatives or those with legal authority to act on his
 12 behalf, including but not limited to his employers and related agencies of the Government of the
 13 United States of America, acknowledged, ratified, consented to, and acquiesced in the alleged acts
 14 and/or omissions, if any there were, of Raytheon Aircraft, thus barring PLAINTIFF from any relief
 15 as sought in this Complaint.

16 **TWENTY-THIRD DEFENSE**

17 To the extent that PLAINTIFF has pled, or has attempted to plead, a claim for punitive
 18 damages as to Raytheon Aircraft pursuant to California Civil Code Section 3294, such claim
 19 violates Raytheon Aircraft's right to due process and equal protection as guaranteed by federal and
 20 state statutory and constitutional law, including but not limited to the Constitution of the United
 21 States of America, Fourteenth Amendment, and the Constitution of the State of California, Article
 22 I, Section 7, and further violates Raytheon Aircraft's right to substantive due process as provided
 23 by the Fifth and Fourteenth Amendments of the United States Constitution and the Constitution of
 24 the State of California in that: (1) no provision of the laws of the State of California provides an
 25 adequate or meaningful standard for determining the nature of the conduct upon which an award of
 26 punitive damages may be based or for determining or reviewing the amount of a punitive damage
 27 award; (2) no provision of the law of the State of California provides adequate procedural
 28 safeguards for the imposition of punitive damages, including, but not limited to,

- (a) imposing such damages only upon the presentation of evidence beyond a reasonable doubt;
- (b) protecting Raytheon Aircraft's privilege against self-incrimination; and
- (c) providing for a unanimous jury verdict as to the punitive damages portion of any adverse judgment.

TWENTY-FOURTH DEFENSE

To the extent that PLAINTIFF has pled, or has attempted to plead, a claim for punitive damages as to Raytheon Aircraft pursuant to California Civil Code Section 3294, such claim violates Raytheon Aircraft's right to protection from excessive fines as provided by the Eighth Amendment of the United States Constitution and the Constitution of the State of California, Article I, Section 17, and violates Raytheon Aircraft's right to substantive due process as provided by the Fifth and Fourteenth Amendments of the United States Constitution and the Constitution of the State of California.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

To the extent that PLAINTIFF's causes of action asserted against Raytheon Aircraft are based on an allegedly defective product or products (the existence of which Raytheon Aircraft expressly denies) allegedly manufactured, distributed, sold, and/or supplied by this Raytheon Aircraft (the occurrence of which events Raytheon Aircraft further expressly denies), said product(s) was/were altered by PLAINTIFF, by others around him, or by those in privity with him and/or in control of his environment, including but not limited to his employers and related agencies of the Government of the United States of America, after said product or products left Raytheon Aircraft's possession.

TWENTY-SIXTH DEFENSE

To the extent that PLAINTIFF's causes of action asserted against Raytheon Aircraft are based on an allegedly defective product or products (the existence of which Raytheon Aircraft expressly denies) allegedly manufactured, distributed, sold, and/or supplied by Raytheon Aircraft (the occurrence of which events Raytheon Aircraft further expressly denies), said product(s) was/were misused by PLAINTIFF, by others around him, or by those in privity with him and/or in

1 control of his environment, including but not limited to his employers and related agencies of the
 2 Government of the United States of America.

3 TWENTY-SEVENTH DEFENSE

4 PLAINTIFF's alleged injuries, illnesses and/or losses, if and to the extent such injuries,
 5 illnesses and/or losses occurred, which occurrence is expressly denied, were caused or contributed
 6 to by PLAINTIFF's failure or by the failure of those in privity with him and/or in control of his
 7 environment, including but not limited to his employers and related agencies of the Government of
 8 the United States of America, to follow the directions and precautions provided by the product's
 9 manufacturer, supplier and/or distributor.

10 TWENTY-EIGHTH DEFENSE

11 At all times relevant to the matters alleged in PLAINTIFF's Complaint, each of
 12 PLAINTIFF's employers, including but not limited to the United States Navy, the United States
 13 Department of Defense, and the Government of the United States of America, were sophisticated
 14 users of products which contained asbestos materials; and those employers' negligence in
 15 providing alleged asbestos-containing products to PLAINTIFF and/or to their other employees in a
 16 negligent, careless and reckless manner, and/or in permitting PLAINTIFF and/or their other
 17 employees to manipulate, repair, remove or otherwise utilize alleged asbestos-containing products
 18 in a manner that generated respirable asbestos-containing dust, acted as an intervening and
 19 superseding cause of PLAINTIFF's alleged injuries, illnesses, and/or losses, if and to the extent
 20 that such injuries, illnesses and/or losses occurred (which occurrence is expressly denied by
 21 Raytheon Aircraft); and such conduct by PLAINTIFF's employers eliminates any liability on the
 22 part of Raytheon Aircraft to this PLAINTIFF.

23 TWENTY-NINTH DEFENSE

24 The product or products alleged in PLAINTIFF's Complaint to have been manufactured,
 25 produced, supplied, sold, distributed or in any other fashion attributed to Raytheon Aircraft for
 26 purposes of this Plaintiff's causes of action were manufactured, produced, supplied, sold and
 27 distributed in mandatory conformity with specifications and directions promulgated by the United
 28 States Government and/or its duly authorized agencies under that Government's war powers as set

1 forth in the United States Constitution, and any recovery by PLAINTIFF against Raytheon Aircraft
 2 is barred in consequence of the exercise of those sovereign powers.

3 THIRTIETH DEFENSE

4 To the extent that PLAINTIFF has pled or has attempted to plead a cause of action for
 5 breach of warranty, express or implied, as to Raytheon Aircraft, PLAINTIFF failed to give
 6 adequate and timely notice of such claims to this defendant, thereby barring such claims.

7 THIRTY-FIRST DEFENSE

8 To the extent that PLAINTIFF has pled or has attempted to plead a cause of action for
 9 breach of warranty, express or implied, as to Raytheon Aircraft, PLAINTIFF was not in privity of
 10 contract with Raytheon Aircraft, and said lack of privity bars PLAINTIFF's recovery under any
 11 theory of warranty.

12 THIRTY-SECOND DEFENSE

13 To the extent that PLAINTIFF has pled, or has attempted to plead, one or more causes of
 14 action for fraud, deceit, and/or intentional or negligent misrepresentation as to Raytheon Aircraft,
 15 the Complaint, and each of its causes of action, fails to state facts with sufficient specificity to
 16 support such claims.

17 THIRTY-THIRD DEFENSE

18 PLAINTIFF's alleged injuries, illnesses and/or losses, if and to the extent such injuries,
 19 illnesses and/or losses occurred, which occurrence is expressly denied, were caused or contributed
 20 to, in whole or in part, by the negligence of PLAINTIFF's employers, both state and federal, and
 21 expressly including the United States Department of the Navy, the United States Department of
 22 Defense, and additional agencies and subdivisions of the Government of the United States of
 23 America, such that to the extent PLAINTIFF has received, or in the future will receive, any form of
 24 federal or state worker's compensation and/or disability benefits, United States veteran's medical
 25 and/or disability benefits, and/or public or private retirement benefits, provided by any agency of
 26 the United States Government, including but not limited to the United States Department of Labor
 27 and the United States Department of Veterans' Affairs, or by any State agency, bureau or
 28 commission, for such injuries, illnesses and/or losses, Raytheon Aircraft is entitled to set off any

1 such benefits received, or to be received in the future, by PLAINTIFF or by any representative or
 2 designated beneficiary of him, against any judgment which may be rendered in favor of
 3 PLAINTIFF and against Raytheon Aircraft.

4 **THIRTY-FOURTH DEFENSE**

5 PLAINTIFF has failed to join one or more indispensable parties, rendering complete and
 6 full relief unavailable and impossible to those persons and/or entities already joined as parties in
 7 this action, including Raytheon Aircraft; causing substantial prejudice to Raytheon Aircraft; and
 8 denying Raytheon Aircraft its substantive rights to due process and equal protection under the
 9 Constitution of the United States of America.

10

11

12 WHEREFORE, defendant RAYTHEON AIRCRAFT COMPANY prays for relief as
 13 follows:

- 14 1. That Plaintiff Jesse Beverly, Jr. take nothing by his Complaint against Raytheon
 15 Aircraft Company;
- 16 2. That judgment be entered in favor of Raytheon Aircraft Company and against
 17 Plaintiff Jesse Beverly, Jr., and that the Complaint be dismissed;
- 18 3. That Raytheon Aircraft Company be awarded its costs of suit herein;
- 19 4. That if Raytheon Aircraft Company is found liable to Plaintiff Jesse Beverly, Jr., the
 20 degree of the responsibility and liability for the resulting damages be determined;
- 21 5. That if Raytheon Aircraft Company is found liable to Plaintiff Jesse Beverly, Jr.,
 22 Raytheon Aircraft Company be held liable for damages only for that proportion of fault attributed
 23 to it by the trier-of-fact;
- 24 6. That if Raytheon Aircraft Company is found liable to Plaintiff Jesse Beverly, Jr.,
 25 appropriate credits and set-offs arising out of the payment (past, present or future) of any worker's
 26 compensation benefits and/or disability benefits, be they state or federal, be allocated to any
 27 monetary damages assessed by the trier-of-fact against Raytheon Aircraft;

28

1 7. That if Raytheon Aircraft Company is found liable to Plaintiff Jesse Beverly, Jr.,
2 appropriate credits and set-offs arising from payments (past, present, or future) from any asbestos-
3 related bankruptcy trust funds be allocated to any monetary damages assessed by the trier-of-fact
4 against Raytheon Aircraft;

5 8. For such other and further relief as the Court may deem just and proper.

6

7

JURY DEMAND

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9 Defendant Raytheon Aircraft Company hereby demands trial by jury pursuant to Civil Rule
10 L.R. 3-6 of the United States District Court for the Northern District of California and Federal Rule
11 of Civil Procedure 38(b).

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DATED: June 11, 2007.

FILICE BROWN EASSA & MCLEOD LLP

18

/s/ Susan A. Ogdie

19

By: _____

Susan A. Ogdie

20

Attorneys for Defendant

21

Hawker Beechcraft Corporation

22

f/k/a Raytheon Aircraft Company

23

24

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1 PROOF OF SERVICE

2 *Jesse Beverly, Jr. v. Asbestos Defendants [B*P]*
3 United States District Court Northern District of California San Francisco
4 C07-2542JL

5 I am a citizen of the United States, over 18 years of age and not party to the within
6 action. I am employed in the county of Alameda; my business address is 1999 Harrison
7 Street, 18th Floor, Oakland, CA 94612.

8 On the date listed below, I served the within documents:

9 **DEFENDANT HAWKER BEECHCRAFT CORPORATION (F/K/A RAYTHEON
10 AIRCRAFT COMPANY)'S ANSWER TO COMPLAINT FOR ASBESTOS PERSONAL
INJURY/PRODUCTS LIABILITY
UNITED STATES DISTRICT COURT CASE NO.: C07-2542JL**

11 on all parties in this action, as addressed below, by causing a true copy thereof to be distributed
12 as follows:

13 **ALL COUNSEL
14 VIA ELECTRONIC COURT FILING (ECF) AND PACER
(SEE PLAINTIFF'S SERVICE LIST ATTACHED)**



16 **VIA ELECTRONIC
17 SERVICE**

18 I caused a true and correct copy of such document(s) to be
19 electronically served on counsel of record by transmission
20 The U.S. District Court Northern District of California, San
Francisco Division via Electronic Court Filing (ECF).

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct.

23 Executed on June 11, 2007, at Oakland, California.

24 /s/ Lori D. Tyler

25 _____
26 Lori D. Tyler
27
28

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James Guthrie, et al v. General Electric Company, et al.
 U.S. Northern District Court, San Francisco Division, Case No. C07-2542JL

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